

# Mortgage Deed.

John Witter

TO

Parsons Whitt

Hampden, ss. Sept 15 1894

Received 8.20 A.M., and

Recorded in the Registry of

Deeds, Book 229 Page 413

By James C. Russell  
Register

Know all Men by these Presents, That I  
John Witter of Springfield ~~of Springfield~~ in the County  
of Hampshire & State of Massachusetts

In consideration of Eight Hundred ——— Dollars,  
paid by Parsons Allen of said Springfield

the receipt whereof I do hereby acknowledge; do hereby give, grant, sell and convey  
unto the said Parsons Allen — his — Heirs and Assigns,  
a certain tract of land situated in Springfield on the  
North side of the common so called, and bounded and  
described as follows viz: Beginning on the North side of the  
highway at the South West corner of land of Sarah W. Converse  
thence on the highway North  $75^{\circ}$  West Eight  $\frac{32}{100}$  rods, thence North  
 $18^{\circ}$  East Eleven  $\frac{64}{100}$  rods, thence South  $74^{\circ}$  East Eight  $\frac{48}{100}$  rods to  
land of said Sarah W. Converse, thence on land of said Sarah  
South  $20\frac{1}{2}^{\circ}$  West Eleven  $\frac{56}{100}$  to the first named corner containing  
nearly seven rods of land more or less



To Have and to Hold the afore-granted premises to the said *Parsons Allen*

*his* Heirs and Assigns, to their use and behoof forever.  
And I do, for myself my Heirs, Executors and Administrators, covenant with the said *Parsons Allen* — *his* — Heirs and Assigns, that I am lawfully seized in fee of the afore-granted premises, that they are free of all incumbrances.

That I have good right to sell and convey the same to the said *Parsons Allen* and that I will warrant and defend the same premises to the said *Parsons Allen* *his* Heirs and assigns, forever, against the lawful claims and demands of all persons.

In Witness Whereof, I the said *John Witter* and *Mary E. Witter* wife of said *John* to release all right of Dower and Homestead Exemption in the above premises have herunto set our hands and seals this *twelfth* day of *September* in the year of our Lord one thousand eight hundred and sixty-four

Provided, Nevertheless, and this deed is on the following condition, that whereas I, the said *John Witter* have executed one Promissory Note of hand bearing ~~the~~ date ~~herewith~~ *Sept 5<sup>th</sup> A D, 1864* for the sum of *Eight Hundred Dollars* payable to said *Parsons Allen* or order on demand with interest annually: Therefore if I the said *John Witter* or my representatives, shall pay the full amount of said Note according to the tenor thereof, then this deed shall be void; otherwise in full force.

Executed in Presence of

*Henry T. Brown*

*John Witter*  
*Mary E. Witter*

Hampden, ss.

September 10<sup>th</sup> 1864

Then the within named

John Witter  
to be his free act and deed, before me.

acknowledged the within Instrument

Henry R. Brown Justice of the Peace.